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OPPE

**TRANSMITTAL
FORM**

(To be used for all correspondence after initial filing)

Total Number of Pages in This Submission

1

Application Number

09/807,757

Filing Date

April 17, 2001

First Name Inventor

Gary K. Owens

Group Art Unit

1636 1632

Examiner Name

Unassigned

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JUL 25 2002
TECH CENTER 1600/2900

Total Number of Pages in This Submission

1

Attorney Docket Number

021258-000500US

ENCLOSURES (check all that apply)

- Fee Transmittal Form
- Fee Attached
- Amendment / Response
 - After Final
- Affidavits/declaration(s)
- Extension of Time Request
- Express Abandonment Request
- Information Disclosure Statement
- Certified Copy of Priority Document(s)
- Response to Missing Parts/
Incomplete Application
 - Response to Missing Parts under 37 CFR 1.52 or 1.53

- Assignment Papers
(for an Application)
- Drawing(s)
- Licensing-related Papers
- Petition Routing Slip (PTO/SB/69) and Accompanying Petition
- Petition to Convert to a Provisional Application
- Power of Attorney, Revocation Change of Correspondence Address
- Terminal Disclaimer
- Request for Refund
- CD, Number of CD(s)

- After Allowance Communication to Group
- Appeal Communication to Board of Appeals and Interferences
- Appeal Communication to Group (*Appeal Notice, Brief, Reply Brief*)
- Proprietary Information
- Status Letter
- Other Enclosure(s)
(please identify below):
 - Power of Attorney or Authorization of Agent
 - Statement Under 37 CFR 3.73(b)
 - Copy of Assignments 1 thru 4
 - Return Postcard

Remarks

The Commissioner is authorized to charge any additional fees to Deposit Account 20-1430.

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm and Individual name

Townsend and Townsend and Crew LLP

Hugh Wang

Reg. No. 47,163

Signature

Date

July 15, 2002

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on this date:

July 15, 2002

Typed or printed name

Kathy Johnston

Signature

Date

July 15, 2002

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

PA 3235953 v1

JUL 22 2002

REVOCATION OF POWER OF
ATTORNEY OR
AUTHORIZATION OF AGENT

Application Number	09/807,757
Filing Date	04/17/2001
First Named Inventor	Gary K. Owens
Group Art Unit	1632
Examiner Name	Unknown
Attorney Docket Number	021258-000500US

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JUL 25 2002

TECH CENTER 1600/2900

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

A Power of Attorney or Authorization of Agent is submitted herewith.

OR

Please change the correspondence address for the above-identified application to:

Customer Number 20350

Place Customer
Number Bar Code
Label here

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
Address			
City			
Country	State	ZIP	
Telephone	Fax		

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.

Certificate under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Name	Kareen Looi
Signature	
Date	7/11/02

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required.
Submit multiple forms if more than one signature is required, see below*.

*Total of forms are submitted.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

PA 3234406 v1

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PTO/SB/81 (02-01)

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JUL 22 2002

POWER OF ATTORNEY OR
AUTHORIZATION OF AGENT

Application Number	09/807,757
Filing Date	04/17/2001
First Named Inventor	Gary K. Owens
Title	Compositions and methods for modulating expression within smooth muscle cells
Group Art Unit	1632
Examiner Name	Unknown
Attorney Docket Number	021258-000500US

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JUL 25 2002
TECH CENTER 1600/2900

I hereby appoint:

 Practitioners at Customer Number

OR

 Practitioner(s) named below:

20350

Place Customer
Number Bar Code
Label here

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

 The above-mentioned Customer Number.

OR

 Practitioners at Customer Number

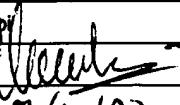
<input type="checkbox"/> Firm or Individual Name			
Address			
Address			
City	State	ZIP	
Country			
Telephone	Fax		

I am the:

 Applicant/Inventor. Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

SIGNATURE of Applicant or Assignee of Record

Name	Karen Lop
Signature	X 
Date	X 7/11/02

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

*Total of forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231. PA 3234398 v1



COPY OF PAPERS
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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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Attorney Docket No. 021258-000500US

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Setagon, Inc.

Application No./Patent No.: 09/807,757

Filed/Issue Date: 04/17/2001

Entitled: Compositions and methods for modulating expression within smooth muscle cells

Setagon, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is ____ %

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Gary K. Owens, Christopher Mack and Randall Blank To :University of Virginia
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.
2. From: University of Virginia To :University of Virginia Patent Foundation
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.
3. From: University of Virginia Patent Foundation To :Gary K. Owens, Randall Blank and Chris Mack
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.
4. From: Gary K. Owens, Christopher Mack, and Randal S. Blank To :Setagon
The document was recorded in the United States Patent and Trademark Office at Reel ____, Frame ____, or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

X 7/11/02

Date

Karen Logi

Typed or printed name

X _____

Signature

CEO

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

ASSIGNMENT

WHEREAS, we, Gary K. Owens, Christopher Mack, and Randall Blank (the "Assignors"), have made an invention entitled

"COMPOSITIONS AND METHODS FOR MODULATING EXPRESSION WITHIN SMOOTH MUSCLE CELLS"

described in International Patent Application No. PCT/US99/24972 filed October 22, 1999 and in U.S. Provisional Patent Application No. 60/105,330, filed October 23, 1998, entitled "Identification of a Smooth Muscle Cell Gene Targeting/Overexpression Vector System Derived from the Smooth Muscle α -Actin Gene" and

WHEREAS, the University of Virginia, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301, (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and do hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said Invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that Assignors have the full right to convey the entire interest herein assigned, that Assignors have not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to Assignors, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor:
Inventor's Name:
Inventor's Address:

Gary K. Owens
Gary K. Owens
P. O. Box 472
Earlysville, VA 22936

Date of Execution:

4/13/01

Place of Execution:

Charlottesville, Virginia

COUNTY OF ALBEMARLE)
) ss:
COMMONWEALTH OF VIRGINIA)

On this 13th day of April, 2001, before me, a Notary Public in and for the County of Albemarle in the Commonwealth of Virginia, personally appeared Gary K. Owens, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes therein set forth.

Sue Ann Carr
Notary Public Sue Ann Carr
My commission expires: 3/31/04

Signature of Inventor:
Inventor's Name:

Christopher Mack
Christopher Mack

Inventor's Address:

101 Burlwood Place

Chapel Hill, NC 27516

Date of Execution:

4/16/01

Place of Execution:

Chapel Hill

CITY / COUNTY OF Chapel Hill,
) ss:

STATE OF North Carolina

On this 16th day of April, 2001, before me, a Notary Public in and for the City/County and State aforesaid, personally appeared Christopher Mack, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes therein set forth.

Jenny H. Lynch
Notary Public Signature

Please print name: Jenny H. Lynch

My commission expires: July 4, 2004

Signature of Inventor:

Inventor's Name:

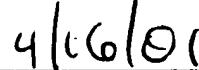
Inventor's Address:

Date of Execution:

Place of Execution:



Randall Blank
3385 Martin Kings Road
Charlottesville, VA 22902



Charlottesville, Virginia

COUNTY OF ALBEMARLE)
) ss:
COMMONWEALTH OF VIRGINIA)

On this 16th day of April, 2001, before me, a Notary Public in and for the County of Albemarle in the Commonwealth of Virginia, personally appeared Randall Blank, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes therein set forth.



Notary Public
My commission expires: 3/31/04

ASSIGNMENT

WHEREAS, the University of Virginia, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignor") possesses the right, title and interest for and in an invention entitled

**"COMPOSITIONS AND METHODS FOR MODULATING EXPRESSION
WITHIN SMOOTH MUSCLE CELLS"**

described in International Patent Application No. PCT/US99/24972 filed October 22, 1999 and in U.S. Provisional Patent Application No. 60/105,330, filed October 23, 1998, entitled "Identification of a Smooth Muscle Cell Gene Targeting/Overexpression Vector System Derived from the Smooth Muscle α -Actin Gene" and

WHEREAS, the University of Virginia Patent Foundation, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903 (the "Assignee") is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignor a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignor hereby represents, warrants and covenants that it has the full right to convey the entire interest herein assigned, that it has not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignor further covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of
Representative for Assignor:



David J. Hudson

Representative's Title:

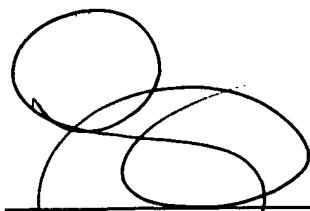
Associate Vice President for Research
and Public Service, University of Virginia

Place of Execution:

Charlottesville, Virginia

COUNTY OF ALBEMARLE)
) ss:
COMMONWEALTH OF VIRGINIA)

On this 16 day of April, 2001, before me, a Notary Public in and for the County of Albemarle in the Commonwealth of Virginia, personally appeared David J. Hudson, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes therein set forth.



Notary Public
My commission expires: 07/31/03

ASSIGNMENT

WHEREAS, the University of Virginia Patent Foundation, a non-profit organization having a place of business at 1224 West Main Street, Suite 1-110, Charlottesville, Virginia 22903 (the "Assignor") possesses the right, title and interest for and in an invention entitled

"COMPOSITIONS AND METHODS FOR MODULATING EXPRESSION WITHIN SMOOTH MUSCLE CELLS"

described in U.S. Patent Application No. 09/807,757 filed April 17, 2001, and

WHEREAS, Gary K. Owens, Randall Blank, and Chris Mack (the "Assignees") are desirous of acquiring Assignor's entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, (the "Rights");

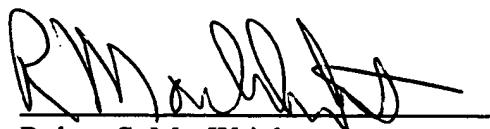
NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignees, its successors and assigns, Assignor's entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignor reserves a perpetual and royalty free right to make and use the Invention under the Rights for educational and research purposes, said reserved rights being non-transferable except to the University of Virginia; and Assignor reserves the right to be reimbursed for their out of pocket expenses incurred to date for the prosecution of the invention (totaling \$1661.00 US dollars), should the inventors receive consideration in the form of royalties, fees, or equity in exchange for the sale, assignment, transfer or license of the Invention, wherein the total of such consideration is in excess of the Assignor's patent prosecution costs. Nothing herein shall be construed to affect or limit the pre-existing royalty-free rights required to be granted to the U.S. Government pursuant to 37 CFR part 401. The aforesaid assignment includes the Assignor's right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignees;

HOWEVER, Assignees acknowledge that they need to request permission of the U.S. Government to make this Assignment pursuant to 35 USC 202(d); and Assignees hereby agrees that if such permission is granted, Assignees shall comply with the conditions set forth in 37 CFR 401.9. Assignees further agree that if such permission is denied, Assignees shall take whatever action is necessary to comply with the Government's requirements, including without limitations assignment of the Rights for the U.S. Government.

IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of
Representative for Assignor:



Robert S. MacWright
Executive Director and CEO
University of Virginia Patent Foundation

Representative's Title:
Date of Execution:

01/16/02

Place of Execution:

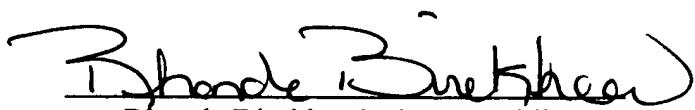
City of Charlottesville, Virginia

City Charlottesville
COUNTY OF ALBEMARLE)
) ss:
COMMONWEALTH OF VIRGINIA)

On this 16th day of January, 2002, before me, a Notary Public in and for the County of Albemarle in the Commonwealth of Virginia, personally appeared Robert S. MacWright, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his own free will for the purposes herein set forth.

Rhonda Birckhead, Notary Public

My commission expires on April 30, 2004



Patent and Trademark Office
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information which does not display a valid OMB control number.

ASSIGNMENT OF APPLICATION

Docket Number _____

Whereas, the undersigned:

(1) Gary K. Owens
P.O Box 472, Route 743
4949 Advance Mills Road
Earlysville, VA 22936
United States of America

(2) Christopher Mack
101 Burlwood Place
Chapel Hill, NC 27516
United States of America

(3) Randal S. Blank
3415 Martin Kings Road
Charlottesville, VA 22902
United States of America

hereinafter termed "Inventors", have invented certain new and useful improvements in
"Compositions and Methods of Modulating Expression within Smooth Muscle Cells"

- for which an application for United States Patent was filed on April 17, 2001, Application No. 09/807,757
 for which an application for a United States Patent was executed on _____, and

WHEREAS, Setagon, a Delaware corporation, having a place of business at 104B Stewart Circle, Charlottesville, VA, 22903, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

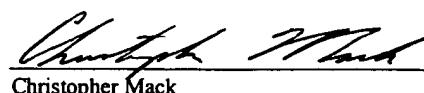
4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

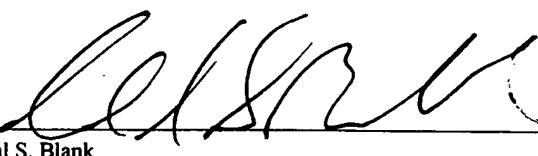
Date: 2/21/02 ^{EXO}


Gary K. Owens

Date: 2/21/02 2/22/02 ^{CPM}


Christopher Mack

Date: 2/21/02 RSB


Randal S. Blank